

IN THE SUMMARY COURT AT GEORGE TOWN

CAUSE NO. SC 245 of 2019

BETWEEN: QUALITY LAW SERVICES **PLAINTIFF**
AND: ERIKA CHANNEL WATLER **DEFENDANT**



PLAINT

TO THE DEFENDANT:

ERIKA CHANNEL WATLER
24 Randyke Way
George Town
Grand Cayman, Cayman Islands

Keystone Villas, Block A
Apartment 4, Savannah
Grand Cayman, Cayman Islands



THIS PLAINT has been issued against you by the above –named Plaintiff in respect of the claim set out on the next page.

Within **14 days** after service of this Complaint on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgement of Service for stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must **set out full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a default judgment without further notice to you. Further proceedings will be stayed if, within the time limited for acknowledging service, you pay the amount claimed.

This Complaint is issued this 31st day of December 2019.

8. The Terms and Conditions expressly provide for circumstances whereby the rates or fees may change. Accordingly, the Terms and Conditions 3.3 state that *“Where agreed or where special factors apply it may be appropriate to increase the hourly rates or agree an increase in any fixed fee to reflect the special factors or in the case of an opinion letter, the liability assumed by Quality. We will indicate when you are invoiced, whether a fixed fee has been applied. The following factors are relevant: complexity, difficulty or novelty of the matter; skill, labour, specialized knowledge and responsibility involved; time spent on the business; number and importance of the documents prepared or pursued; place where and circumstances in which the business is transacted; and the importance of the matter to the client and its urgency.”*
9. Upon receiving indications that the parties were amenable to settling their divorce amicably, the Plaintiff drafted the appropriate documentation and coordinated holding a meeting with the Defendant and her then spouse at the Plaintiff’s office. The settlement on offer was further explored, considered and eventually accepted by the Defendant’s former spouse.
10. Upon receiving all the necessary documents (duly executed) from the Defendant, including the settlement the Statement of Information, Application for Dissolution of Marriage and the draft Decree for Dissolution of the Marriage were filed with the Grand Court on or about 8 May 2019.
11. On 15 May 2019 the Plaintiff advised the Defendant that the Application for Dissolution of Marriage had been approved by the courts and her Decree of Dissolution was sent to the Defendant by email from the Plaintiff.
12. In May 2019 the Plaintiff issued the final bill, to the Defendant in the amount \$4,617.50 (the “Final Invoice”). A copy of the Final invoice is attached hereto marked as “ECW-2”.
13. The Defendant expressed her dissatisfaction regarding the Final Invoice despite having received her divorce timely and in accordance with the process explained following the change in strategy.
14. Several months lapsed without receiving any communication from the Defendant. On 2 July 2019 the Plaintiff sent the Defendant an email requesting payment of the final outstanding balance and offering a discount upon immediate settlement of the Final Invoice.
15. On 2 July 2019, following further communication by the Plaintiff, the Defendant attended at the Plaintiff’s office aggressively indicating that she would not be paying the Final Invoice.

16. The Plaintiff, at all material times undertook work under the Defendants instructions; kept her updated as to processes, advised the Defendant in her best interests, prepared and filed the relevant court papers and obtained her divorce timely.
17. The Plaintiff acknowledged that the invoice reflected the change in strategy which had been agreed by the Defendant. The Plaintiff also offered the Defendant a discount on the final invoice to assist the Defendant.
18. Further, under the terms of the Engagement Letter, interest at the rate of 15% per annum would be applicable to the total invoice amount with interest accruing on any outstanding invoice balances.
19. The Defendant was at all times aware of the fees, the hourly rate and applicable increments.
20. The Defendant was at all times knowledgeable of the processing and progress of her matter as the Plaintiff would provide email and phone call updates to the Defendant and periodically. And the Plaintiff made numerous attempts to amicably seek settlement of the outstanding debt before initiating legal proceeding against the Defendant. Attached hereto as "ECW-3" are email communications from the Plaintiff to the Defendant seeking to amicably settle the debt due prior to commencing these proceedings.
21. The Plaintiff is entitled to interest at the rate of 15 % per annum from the date the debt was due and in accordance with the engagement letter signed between the parties. The Terms and Conditions expressly provide that the Plaintiff may "*charge interest at the rate of 15% per month compounded monthly on all fees and disbursements incurred in seeking to obtain payment of our outstanding invoices*"

AND THE PLAINTIFF CLAIMS:

1. The sum of \$4,386.63 Cayman Islands Dollars.
2. Interest calculated at 15% pursuant to at the prescribed rate from 13 May 2019 to date.
3. Legal costs of \$500.00 Cayman Islands Dollars, alternatively costs to be assessed.


Quality Law Services

Plaintiff's address for service:

Quality Law Services
Suite 102 Cannon Place
North Sound Road
P.O. Box 712
Grand Cayman KY1-9006
Cayman Islands

Defendant's address for service:

Erika Channel Watler

24 Randyke Way
George Town
Grand Cayman, Cayman Islands

Keystone Villas, Block A
Apartment 4, Savannah
Grand Cayman, Cayman Islands

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed).

Defendant's Signature

REMINDER – This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise default judgment may be entered against you.